

**BID QUOTE SPECIFICATIONS FOR**  
**"2014 - 2015 TOWING SERVICES"**

**FOR**

**ENGINEERING, PUBLIC WORKS, AND**  
**POLICE DEPARTMENTS**

**CITY OF WILLMAR, MINNESOTA**

**Bids Close: November 12, 2013, at 1:00 p.m.**

***REQUEST FOR BID QUOTES  
"2014 - 2015 TOWING SERVICE"  
CITY OF WILLMAR, MINNESOTA***

**Bids Close: November 12, 2013, at 1:00 p.m.**

Bid proposals marked "**BID ON 2014-2015 TOWING SERVICE**" will be received by the City Clerk-Treasurer, 333 SW 6<sup>th</sup> St., City Hall, Willmar, Minnesota, until 1:00 p.m. on November 12, 2013.

Bid specifications and proposals may be obtained at the office of the City Clerk-Treasurer, City Hall, Willmar, Minnesota. All bids must be on proposal forms furnished by the City or included in this packet.

A cash deposit, bidder's bond, cashier's check, or certified check in an amount of \$50.00 shall accompany each proposal made payable to the City of Willmar, Minnesota, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract.

The City reserves the right to reject any and all bids, to waive informalities and to accept any bid deemed to be most favorable to the interests of the City of Willmar.

Dated: October 10, 2013

Kevin J. Halliday  
City Clerk-Treasurer

# CITY OF WILLMAR, MINNESOTA

## "2014 - 2015 TOWING SERVICE"

### CONTRACT SPECIFICATIONS AND INFORMATION FOR BIDDERS

#### 1. SCOPE OF CONTRACT SERVICE DELIVERY:

##### A. STREET MAINTENANCE:

This work includes the towing necessary BY CALL ONLY from Engineering, Public Works, or Police Departments for the removal of vehicles from city streets, alleys, parking lots, or other public property to facilitate street or property maintenance operations such as street sweeping, snow removal, street repair or construction, park maintenance, etc.

Vehicles in violation of the 48-hour on-street parking ordinance, the 2-hour truck ordinance, or abandoned vehicles may also be towed UPON CALL ONLY.

Towing services may also be required for City-owned or City-leased vehicles. This contract shall cover City trucks, but shall not include large front-end loaders or motor graders.

##### B. ACCIDENTS:

City towing may also be required following an accident BUT ONLY:

- When the owner of a vehicle requests that the City tow the vehicle; or
- When a Police Officer or other authorized City personnel has no other alternative because of injury, abandonment, necessity for clearing the street, or some other valid reason.

All requests for City towing shall result in such tows being made to the CITY IMPOUND. No tow shall be to a private garage or residence. If any other location is desired by the vehicle owner, said owner shall make his own arrangements for such towing.

Any tows from an accident scene under this contract shall include cleanup (including sweeping of glass, metal, etc.) of pieces, debris and parts of the vehicles and contents by the bidder. Any necessary

subsequent cleanup of the street which is accomplished by the City rather than the bidder shall be billed (or deducted from accounts due) to the bidder and shall become his responsibility.

**C. POLICE IMPOUNDS:**

This tow work involves the towing of vehicles ordered impounded by Police that have not been involved in accidents.

**D. SPECIAL CIRCUMSTANCES:**

Tow services may also be required in special circumstances where it requires the movement of many vehicles but involves a short distance. Examples are:

- The clearing of parade routes (towing cars from a parade route to the nearest adjoining street.
- Towing vehicles from one city impound lot to another. (About a one block distance).

In these circumstances the city agency requesting the tow services may elect to invoke the flat hourly bid tow rate to be applied to the tow services rendered regardless of the actual number of vehicles that are being moved or the individual per vehicle rate depending on whichever is less.

**E. OTHER:**

For the purposes of this bid proposal and contract:

- All tows involving singular trailers of any type designed to be pulled behind a car, (camping, snowmobile, boat, motorcycle, utility, etc. type trailers) shall be considered at the same rate as a vehicle tow.
- Motorcycles, 3 or 4-wheeler ATV's, boats and snowmobiles shall be considered at the same rate as a vehicle tow.
- Vehicles that have a trailer attached to them requiring two separate tow trucks to properly tow the property would be considered to be two vehicles.
- Any trailers requiring a "goose-neck" type hitch system would be considered at the same tow rate as a truck tow.

2. **PROPOSALS:**

All proposals shall be submitted in a sealed envelope plainly marked "**BID ON 2014-2015 TOWING SERVICE.**" Proposals will be received by the City Clerk, City Hall, Willmar, Minnesota, until 1:00 p.m., November 12, 2013.

3. **BID DEPOSIT:**

A cash deposit, bidder's bond, cashier's check, or certified check in an amount of \$50.00 shall accompany each proposal, made payable to the City of Willmar, Minnesota, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract with the City.

4. **BIDDER'S EQUIPMENT:**

The bidder shall have the necessary equipment for performing the required work under this contract. The bidder shall list below the equipment the bidder owns and operates; the bidder's vehicles shall be in good operating condition and shall have the proper safety equipment for towing, including dollies, slings or any other equipment necessary for towing.

<u>Truck - Description and Size</u>	<u>Winch Capacity</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. **BID ACCEPTANCE:**

The City reserves the right to reject any and all bids, to waive informalities and to accept any bid deemed to be most favorable to the interests of the City of Willmar. Award of bid shall be based on the Grand Total on the Proposal.

6. **CALL AND RESPONSE:**

The bidder agrees to remove, as soon as possible (maximum allowed time of response, 20 minutes) UPON CALL, any or all vehicles as authorized by either the Public Works Director, Public Works Superintendent, Chief of

Police, or their duly authorized representatives. All tows are subject to call on a 24-hour basis.

**7. IMPOUND LOCATION:**

All vehicles, including an accident tow requested by the City, shall be towed to the City Impound and thereupon impounded unless otherwise ordered. The City impound is located at the Public Works Maintenance Center at 801 Industrial Drive, Willmar. The towing rate paid to the bidder shall be the proposal rate, even if the tow may be ordered to another location within the City.

**8. PROPOSAL RATES:**

The proposal rates are based on a per vehicle rate except for circumstances as defined under "Scope, 1. D. - Special Circumstances".

A separate proposal item is set up for accident calls, which shall include cost of cleanup by the bidder.

Normally, during winter months when calls are made because of snow removal operations, no call will be made unless two or more vehicles require towing. Some calls for this purpose may be made in early morning hours (e.g., 1 a.m. to 6 a.m.).

The Central Business District would be an exception to the above during a declared Snow Emergency.

The truck rate shall apply to all vehicles 18,500 GVW or more.

In the event the bidder is called to tow a unit completely "snowed or plowed in" and the bidder is required to shovel out or clean around the unit prior to connection or towing, said work shall be construed to be "Extra Work" and shall be billed along with the tow rate on a cost basis to the City as "Extra Work."

"Extra Work" shall also be defined as additional work necessary to retrieve a vehicle ordered towed by Police that is located in a precarious position off of the public roadways. Said "Extra Work" shall be verified as necessary by either a Police Officer or Public Works employee familiar with the call. The rate for this work shall be as set forth in the proposal as the cost for "Extra Work" labor per hour.

**9. INSURANCE:**

The successful bidder shall furnish evidence to the City of insurance for the liability of personnel and vehicles, whether direct, indirect or contract relationship, and naming the City of Willmar as an additional insured during the performance of this contract in the following minimum amounts:

Public Liability	\$500,000/\$1,000,000
Personal Property	\$500,000
Workers Comp. Ins.	State Law

**10. MILEAGE:**

Mileage shall not be billed for any tow located within the City limits. If the vehicle ordered to be towed is outside the City limits of the City of Willmar and the bidder desires to charge mileage, the rate for mileage shall be as set forth in the proposal as the per mile charge for out-of--city tows.

**11. SUBSTANCE ABUSE POLICY AGREEMENT:**

The bidder shall certify to the **owner** compliance with the Federally mandated drug testing program as required in 49 CFR Part 382 for commercial drivers when said drivers perform safety-sensitive functions in the performance of the requirements of the scope of work. The Substance Abuse Policy Agreement is attached hereto as a part of the specifications and must be executed prior to the **owner** granting the notice to proceed with the proposed project.

**12. Term:**

The bidder agrees to provide towing service in accordance with stated proposal from **January 1, 2014 to December 31, 2015.**

**SUBSTANCE ABUSE POLICY AGREEMENT  
WITH  
INDEPENDENT CONTRACTORS OF THE  
CITY OF WILLMAR**

**AGREEMENT**

I, the undersigned owner or principal of \_\_\_\_\_  
(Contractor), an independent contractor performing work for the City of Willmar  
(Owner), hereby certify that all Contractor's employees who may perform safety-  
sensitive functions for the Employer are included in a substance abuse program  
that meets the requirements of 49 CFR Part 382 and a copy of the program has  
been attached hereto. I understand that the Contractor or Contractor's  
employee whose test is verified as positive by the MRO, or has a confirmed  
alcohol test of 0.04 or greater, is prohibited from performing safety-sensitive  
functions for the Employer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Independent Contractor



# PROPOSAL

## "2014 - 2015 TOWING SERVICE" CITY OF WILLMAR, MINNESOTA

Honorable Mayor and City Council  
City of Willmar, Minnesota

\_\_\_\_\_, the undersigned as bidder hereby proposes and agrees to enter into a contract with the City of Willmar, Minnesota, to supply the necessary services according to these specifications.

### VEHICLE TOWING RATES:

#### 1. ORDINANCE VIOLATION, TOW CITY UNITS OR POLICE IMPOUNDS:

			<u>Unit Price</u>	<u>Extended Total</u>
Cars	250	@	\$_____	\$_____
Trucks	3	@	\$_____	\$_____

#### 2. ACCIDENT CALLS (includes cleanup):

Cars	70	@	\$_____	\$_____
Trucks	3	@	\$_____	\$_____

#### 3. SNOW REMOVAL CALLS:

Cars	35	@	\$_____	\$_____
Trucks	3	@	\$_____	\$_____

#### 4. Grand Total For All Towing: (include all tax and costs) \$\_\_\_\_\_ except the following.

5. Cost for "Extra Work" - labor \$\_\_\_\_\_/hour
- Per mile cost for out of City tows \$\_\_\_\_\_/mile

6. Cost for "Flat Hourly Tow Rate" - Special  
Circumstances.

\$\_\_\_\_\_/hour

Dated:\_\_\_\_\_

Bidder\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

I hereby acknowledge receipt of Addendum No(s). \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

The following information is provided to allow vendors the opportunity to estimate the number of service calls (volume) previously required.

<b>Year</b>	<b>Cars</b>	<b>Trucks</b>
2011	257	0
2012	296	0
2013 (to date of October 7, 2013)	240	1